

06-1690-CD
S&T Bank vs Judith A. Jordan

S&T Bank vs Judith Jordan
2006-1690-CD

/

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA CIVIL DIVISION

S & T BANK,

Plaintiff

vs.

JUDITH A. JORDAN

Defendant

No. 2006-1690-CD

Type of Case:

FORECLOSURE

Type of Pleading:

COMPLAINT

Filed on Behalf of:

PLAINTIFF

Attorney for this party:

Peter F. Smith, Esquire

Supreme Court No. 34291

30 South Second Street

P.O. Box 130

Clearfield, PA 16830

(814) 765-5595

FILED *Atty pd.*
019:35/01 *85.00*
OCT 16 2006 *cc Sher. ff*
W
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA CIVIL DIVISION

S & T BANK,	:		
	:		
Plaintiff	:	No. 2006-	-CD
	:		
vs.	:		
	:		
JUDITH A. JORDAN,	:		
	:		
Defendant	:		

NOTICE TO DEFEND

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you, and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE OR CANNOT AFFORD A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Clearfield County Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830
(814) 765-2641, ext. 5982

AMERICANS WITH DISABILITIES ACT OF 1990

The Court of Common Pleas of Clearfield County is required by law to comply with the Americans with Disabilities Act of 1990. For information about accessible facilities and reasonable accommodations available to disabled individuals having business before the Court, please contact our office. All arrangements must be made at least 72 hours prior to any hearing or business before the Court. You must attend the scheduled conference or hearing.

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Clearfield, PA 16830
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA CIVIL DIVISION

S & T BANK,	:	
Plaintiff	:	
	:	No. 2006- -CD
	:	
vs.	:	
	:	
JUDITH A. JORDAN,	:	
Defendant	:	

COMPLAINT TO FORECLOSE MORTGAGE

COMES NOW, S & T BANK, by its attorney, Peter F. Smith, who pursuant to Pa.R.C.P. 1147 pleads:

1. The name of the Plaintiff is S & T BANK, a national banking institution, with its principal office at 800 Philadelphia Street, Indiana, Pennsylvania, 15701.

2. The name of the Defendant is JUDITH A. JORDAN, whose last known address is 606 W. Mahoning Street, Punxsutawney, (Jefferson County), Pennsylvania 15767-1306.

3. The parcel of real estate subject to this action consists of a two-story house and .19 acre lot, known as 208 Olive Avenue, City of DuBois, DuBois, Clearfield County, Pennsylvania 15801 and also identified by Clearfield County Tax Map No. 007-4-003-000-00778 and is more particularly described as follows:

ALL that certain piece of land situate in the City if DuBois, Clearfield County, Pennsylvania, described as follows:

BEGINNING at a post at corner of Lot No. 97 of Knarr Addition to Borough (now City) of DuBois, on Olive Street now Olive Avenue; thence South 40 ½° East fifty (50) feet to post at Lot No. 99; thence along line of said lot South 50 ¾° West, one hundred sixty-two (162) feet to alley; thence along

said alley North 41 ¼° West, fifty (50) feet to a post at Lot No. 97; thence along said lot North 50 ¾° East, one hundred sixty-three (163) feet to post at Olive Avenue and place of beginning. Being known as Lot No. 98 in Plan of H.S. Knarr Addition of Borough (now City) of DuBois.

BEING the same premises hereby conveyed to Judith A. Jordan by deed dated January 11, 1999 and recorded at Clearfield County Instrument No. 19900338.

5. The Defendant mortgaged the property described above to S & T Bank, Plaintiff, by instrument dated March 29, 2002, for principal debt of \$44,000.00, together with interest. Said mortgage was recorded at Clearfield County Instrument No. 200205045. A true and correct copy of said mortgage is attached hereto and incorporated herein by reference as Exhibit A.

6. Defendant also executed a Note in favor of S & T Bank together with the foregoing mortgage evidencing her personal obligation to pay the \$44,000.00 borrowed from Plaintiff, together with interest and other charges as specified therein. A true and correct copy of said note is attached hereto and incorporated herein by reference as Exhibit B.

7. Plaintiff has not assigned this mortgage or note.

8. No judgment has been entered in any jurisdiction upon this mortgage or underlying obligation to pay the note.

9. Defendant is entitled to no credits or set-offs.

10. On or about June 1, 2006, the Defendant failed to make the full monthly payment of \$562.00, and at no time since then have all monthly payments been made which constitutes a default.

11. After crediting all amounts paid by the Defendant to Plaintiff in reduction of this mortgage, there is a total past due of \$1,606.64 as of September 25, 2006.

12. Written and oral demand have been made upon the Defendant to make said payments to Plaintiff and correct her default, but she has failed to do so.

13. The Mortgage and Note entitle S & T Bank to collect its attorney fees and court costs as part of its damages.

14. The exact amounts due under said mortgage and because of Defendant's default, after acceleration of the balance due pursuant to its terms as of September 25, 2006, are as follows:

a)	Balance	\$36,431.19
b)	Late Charge	\$ 157.72
c)	Interest Due to 09/25/06	\$ 1,054.09
d)	Interest accruing after 09/25/06 at \$7.2363323 per day (to be added)	\$ _____
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____
g)	Bank Fees	\$ 95.00
h)	Escrow Deficiency	\$ 259.34

PRELIMINARY TOTAL \$37,996.34

FINAL TOTAL \$

15. In compliance with Act No. 6 of 1974, 41 Pa.C.S.A. Sections 101 et seq., and the Homeowner's Emergency Mortgage Assistance Act, 1959, Dec. 3, P.L. 1688, No. 621, art. IV-C, Section 402-C, added 1983, Dec. 23, P.L. 385, No. 91, Section 2, 35 P.S. Section 1680.401c et seq., S & T Bank sent a letter to the

Defendant by Certified Mail on August 21, 2006 at her last known address advising her of her default and her rights under this Act. A true and correct copy of said letters are attached hereto and incorporated herein by reference as Exhibit C.

16. The certified mail for the Defendant was returned by the Postal Service to Plaintiff marked "Return to Sender" along with a forwarding address. The Plaintiff sent certified mail to the forwarding address and by First Class Mail with Plaintiff's address clearly marked on the envelope. Defendant's notices were ~~not~~ returned by the Postal Service.

17. A copy of the certified mail receipts postmarked by the U.S. Postal Service are attached hereto and incorporated herein by reference as Exhibit D.

18. More than thirty (30) days have elapsed since the mailing of said notice. Neither Plaintiff nor Plaintiff's counsel have received notice that the Defendant has asserted her rights under said notices.

WHEREFORE, Plaintiff demands judgment in its favor as specified in Paragraph 14 above, authority to foreclose its mortgage against the real estate, and such other relief as the court deems just.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Peter F. Smith", written over a horizontal line.

Peter F. Smith
Attorney for Plaintiff

Dated: October 13, 2006

AFFIDAVIT

STATE OF PENNSYLVANIA :

: SS

COUNTY OF Jefferson :

CAROLYN M. FRIDLEY, being duly sworn according to law, deposes and says that she is the Resource Recovery Officer for S & T BANK, and, as such, is duly authorized to make this Affidavit, and further, that the facts set forth in the foregoing Complaint are true and correct to the best of her knowledge, information and belief.

Carolyn M. Fridley
Carolyn M. Fridley,
Resource Recovery Officer

SWORN TO AND SUBSCRIBED

before me this 4th day of
October, 2006.

Angela M. Bennett
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Angela M. Bennett, Notary Public
Brockway Boro, Jefferson County
My Commission Expires Sept. 1, 2008
Member, Pennsylvania Association Of Notaries

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200205045

RECORDED ON

Mar 03, 2002

8:27:15 AM

Total Pages: 17

RECORDING FEES - \$39.00

RECORDER

COUNTY IMPROVEMENT \$1.00

FUND

RECORDER IMPROVEMENT FUND \$1.00

STATE WRIT TAX \$0.50

TOTAL \$41.50

CUSTOMER

HOPKINS, DAVID J.

Prepared By:

S&T Bank
800 Philadelphia Street
Indiana, PA 15701

Return To:

S&T Bank-c/o Loan Servicing
P.O. Box 190
Indiana, PA 15701

Parcel Number:

7.4-3-778

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated March 29th, 2002 together with all Riders to this document.

(B) "Borrower" is Judith A. Jordan

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is S&T Bank

Lender is a Commercial Bank

1000409738-3

PENNSYLVANIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3039 1/01

VMP -8(PA) (0008).01

Page 1 of 16

Initials: 

VMP MORTGAGE FORMS - (800)821-7281

organized and existing under the laws of Pennsylvania
Lender's address is 800 Philadelphia Street , Indiana, PA 15701

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated March 29th, 2002

The Note states that Borrower owes Lender FORTY FOUR THOUSAND AND 00/100

Dollars

(U.S. \$ 44,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than May 1, 2017

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) [specify] |

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

Exhibit "A"

ALL that certain piece of land situate in the City of DuBois, Clearfield county, Pennsylvania, described as follows:

BEGINNING at a post at corner of Lot No. 97 of Knarr Addition to Borough (now City) of DuBois, on Olive Street now Olive Avenue; thence South $40\frac{1}{4}^{\circ}$ East, fifty (50) feet to post at Lot No. 99; thence along line of said lot south $50\frac{3}{4}^{\circ}$ West, one hundred sixty-two (162) feet to alley; thence along said alley North $41\frac{1}{4}^{\circ}$ West, fifty (50) feet to a post at Lot No. 97; thence along said lot North $50\frac{3}{4}^{\circ}$ East, one hundred sixty-three (163) feet to post at Olive Avenue and place of beginning. Being known as Lot No 98 in plan of H.S. Knarr Addition to Borough (now City) of DuBois.

BEING the same premises which vested into Grantors by Deed of Boyd J. Keller, single, dated June 9, 1993, recorded September 30, 1994, in the Office of the Recorder of Deeds of and for Clearfield County, Pennsylvania to Book 1634, page 393.

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(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County [Type of Recording Jurisdiction] of Clearfield [Name of Recording Jurisdiction]:

which currently has the address of 208 Olive Avenue

DuBois

[City], Pennsylvania 15801

[Street]

[Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.


UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be

Initials: 


paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest

Initials 

shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

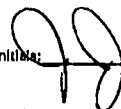
Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

Initials: 

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be

dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to

have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or

agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by Applicable Law.

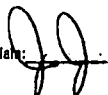
23. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Waivers. Borrower, to the extent permitted by Applicable Law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

25. Reinstatement Period. Borrower's time to reinstate provided in Section 19 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

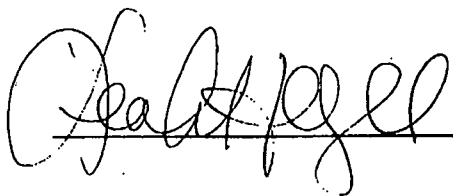
26. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

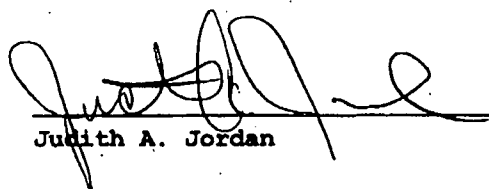
27. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

Initials: 

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:



 (Seal)
Judith A. Jordan -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

1000409738-3

Certificate of Residence

I, David J. Hopkins, do hereby certify that
the correct address of the within-named Mortgagee is 800 Philadelphia Street , Indiana,
PA 15701

Witness my hand this 29th

day of March 2002


Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA,

Clearfield

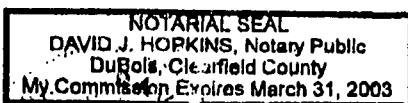
County ss:

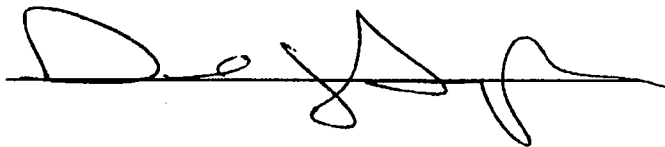
On this, the 29th day of March, 2002
undersigned officer, personally appeared Judith A. Jordan

, before me, the

known to me (or
satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged that he/she/they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission Expires:





Title of Officer

1000409738-3

NOTE

March 29th, 2002
[Date]

DuBois
[City]

Pennsylvania
[State]

208 Olive Avenue
DuBois, PA 15801
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 44,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is **S&T Bank**

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of **7.250 %**.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the **1st** day of each month beginning on **June 01, 2002**. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on **May 1, 2017**, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at **800 Philadelphia St.**
Indiana, PA 15701

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ **401.66**

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

1000409738-3

MULTISTATE FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP -5N (0005).02

Form 3200 1/01

VMP MORTGAGE FORMS - (800)521-7229

Page 1 of 3

Initials: 

EXHIBIT B

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of **FIFTEEN** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **5.000 %** of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

1000409738-3

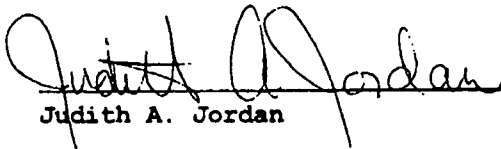
10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.


Judith A. Jordan

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

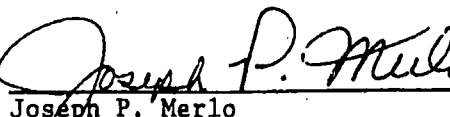
-Borrower

Pay to the Order of _____, Without Recourse

[Sign Original Only]

S&T Bank

By:


Joseph P. Merlo

Mortgage Closing Supervisor

1000409738-3

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and S&T BANK intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

**The Commonwealth of Pennsylvania's
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE
PROGRAM**

**may be able to help save your home.
This Notice explains how the program works.**

**To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE.
Take this Notice with you when you meet with the Counseling Agency.**

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice.

**If you need more information call the
PENNSYLVANIA HOUSING FINANCE AGENCY
at 1-800-342-2397
Persons with impaired hearing can call 717-780-1869**

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION IMMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.



MEMBER FDIC

RESOURCE RECOVERY

456 Main Street

P.O. Box D

Brockway, PA 15824

814-268-1130

FAX 814-268-1126

August 21, 2006

JUDITH A JORDAN
208 OLIVE AVENUE
DUBOIS PA 15801

RE: Mortgage Loan #368-01000409738 Note number 00003

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

**YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR
HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE
PAYMENTS**

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE.

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS.** IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

If you meet with one of the consumer credit counseling agencies listed at the end of this notice, S & T Bank may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone number of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise S & T Bank immediately of your intentions.

Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with S & T Bank, you have the right to apply for financial assistance from the Homeowner's Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your face-to-face meeting.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance)

HOW TO CURE YOUR MORTGAGE DEFAULT

The MORTGAGE held by S & T Bank on your property located in the City of DuBois, Clearfield County, Pennsylvania, **IS SERIOUSLY IN DEFAULT** (because you have not made the monthly payment of \$562.00 each for the months of June, July and August, 2006 for a total of \$1,686.00). Late charges (and other costs) have also accrued to date in the amount of \$137.64. The total amount past due required to cure this default, or in other words, get caught up in your payments, as of the date of this letter is **\$1,823.64**.

You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO S & T BANK, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD**. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

S & T Bank
Resource Recovery Department
456 Main Street, PO Box D
Brockway, PA 15824

If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **S & T BANK INTENDS TO EXERCISE IT RIGHTS TO ACCELERATE THE MORTGAGE DEBT.** This means that the entire outstanding balance of this debit will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, S & T Bank also intends to instruct its attorneys to start legal action to **FORECLOSE UPON YOUR MORTGAGED PROPERTY.**

The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If S & T Bank refers your case to its attorneys, but you cure the delinquency before S & T Bank begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by S & T Bank even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe S & T Bank, which may also include other reasonable costs. **IF YOU CURE THE DEFAULT WITHIN THE THIRTY (30) DAY PERIOD, YOU WILL NOT BE REQUIRED TO PAY ATTORNEY'S FEES.**

S & T Bank may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by S & T Bank and by performing any other requirements under the mortgage. **CURING YOUR DEFAULT IN THE MANNER SET FORTH IN THIS NOTICE WILL RESTORE YOUR MORTGAGE TO THE SAME POSITION AS IF YOU HAD NEVER DEFAULTED.**

It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **APPROXIMATELY 6 MONTHS FROM THE DATE OF THIS NOTICE.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what is required or action will be by contacting a representative from S & T Bank at:

S & T Bank
Resource Recovery Department
456 Main Street, PO Box D
Brockway, PA 15824
Phone: 814-268-1130 Fax: 814-268-1126

You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by S & T Bank at any time.

Judith A. Jordan

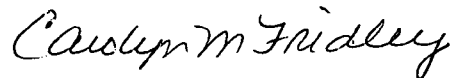
August 21, 2006

Page 4 of 4

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You may also have the right TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT. TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF. TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.) TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS. TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY S & T BANK. TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Very truly yours,



Carolyn M. Fridley
Resource Recovery Officer

CMF/amb
Enclosure

CLEARFIELD COUNTY

CCCS of Northeastern PA
208 W. Hamilton Avenue
Suite 1, Hamilton Square
State College, PA 16801
(814) 238-3668
Fax: (814) 238-3669

CCCS of Western PA
219-A College Park Plaza
Johnstown, PA 15904
(888) 599-2227 ext 108

CCCS of Western Pennsylvania, Inc.
217 E. Plank Road
Altoona, PA 16602
(888) 599-2227 ext 108
Fax: (814) 944-5747

Indiana County Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657
Fax: (724) 465-5118

Keystone Economic Development Corp.
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
Fax: (814) 539-1688

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and S&T BANK intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

The Commonwealth of Pennsylvania's
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE
PROGRAM

may be able to help save your home.
This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE.

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The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice.

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MEMBER FDIC

RESOURCE RECOVERY

456 Main Street
P.O. Box D
Brockway, PA 15824

814-268-1130
FAX 814-268-1126

August 21, 2006

JUDITH A JORDAN
606 W MAHONING STREET
PUNXSUTAWNEY PA 15767-1306

RE: Mortgage Loan #368-01000409738 Note number 00003

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE.

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- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS.** IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

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Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with S & T Bank, you have the right to apply for financial assistance from the Homeowner's Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your face-to-face meeting.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

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Resource Recovery Department
456 Main Street, PO Box D
Brockway, PA 15824

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It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **APPROXIMATELY 6 MONTHS FROM THE DATE OF THIS NOTICE.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what is required or action will be by contacting a representative from S & T Bank at:

S & T Bank
Resource Recovery Department
456 Main Street, PO Box D
Brockway, PA 15824
Phone: 814-268-1130 Fax: 814-268-1126

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Judith A. Jordan

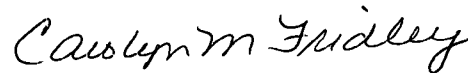
August 21, 2006

Page 4 of 4

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Very truly yours,



Carolyn M. Fridley
Resource Recovery Officer

CMF/amb
Enclosure

CLEARFIELD COUNTY

CCCS of Northeastern PA
208 W. Hamilton Avenue
Suite 1, Hamilton Square
State College, PA 16801
(814) 238-3668
Fax: (814) 238-3669

CCCS of Western PA
219-A College Park Plaza
Johnstown, PA 15904
(888) 599-2227 ext 108

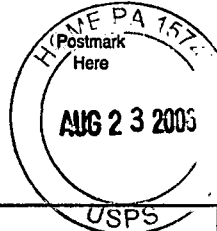
CCCS of Western Pennsylvania, Inc.
217 E. Plank Road
Altoona, PA 16602
(888) 599-2227 ext 108
Fax: (814) 944-5747

Indiana County Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657
Fax: (724) 465-5118

Keystone Economic Development Corp.
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
Fax: (814) 539-1688

7006 0100 0002 5301 8342

U.S. Postal Service™ ML 01000409738-3	
CERTIFIED MAIL™ RECEIPT CMF	
<small>(Domestic Mail Only, No Insurance Coverage Reported)</small>	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$ 63
Certified Fee	2.40
Return Receipt Fee (Endorsement Required)	1.85
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.88
Sent To JUDITH A JORDAN	
Street, Apt. No., or PO Box No. 606 W MAHONING STREET	
City, State, ZIP+4 PUNXSUTAWNEY PA 15767-1306	
PS Form 3800, June 2002 See Reverse for Instructions	



Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

Important Reminders:

- Certified Mail may **ONLY** be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is **not** available for any class of international mail.
- **NO INSURANCE COVERAGE IS PROVIDED** with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.
Internet access to delivery information is not available on mail addressed to APOs and FPOs.

SENDER: COMPLETE THIS SECTION

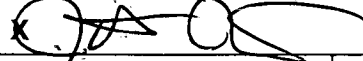
- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

JUDITH A JORDAN
606 W MAHONING STREET
PUNXSUTAWNEY PA 15767-1306

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☐ Agent☐ Addressee

B. Received by (Printed Name)

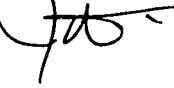
JUDITH JORDAN

C. Date of Delivery

8-25-06

D. Is delivery address different from item 1? ☐ Yes

☒ YES, enter delivery address below: ☐ No



3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

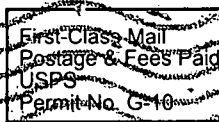
2. Article Number

(Tra)

7006 0100 0002 5301 8342

UNITED STATES POSTAL SERVICE
JOHNSTOWN PA 150

25 AUG 2006 PM 2 L



• Sender: Please print your name, address, and ZIP+4 in this box •

S & T BANK
RESOURCE RECOVERY
P.O. BOX D
BROCKWAY PA 15824



7006 0100 0002 5301 8335

U.S. Postal Service™ ML 01000409738-3

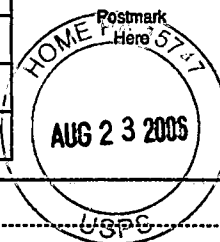
CERTIFIED MAIL™ RECEIPT CMF

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$	63
Certified Fee		2.40
Return Receipt Fee (Endorsement Required)		1.85
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees		4.88



Sent To
JUDITH A JORDAN
Street, Apt. No.;
or PO Box No. 208 OLIVE AVENUE
City, State, ZIP+4
DUBOIS PA 15801

PS Form 3800, June 2002

See Reverse for Instructions

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®
- Certified Mail is *not* available for any class of International mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry. Internet access to delivery information is not available on mail addressed to APOs and FPOs.

PS Form 3800, June 2002 (Reverse)

ST Bank

ADDRESS SERVICE REQUESTED



JOHNSTOWN PA 150

23 Aug 2000



02 1A
000461 7930 AUG 23 2006
MAILED FROM ZIP CODE 15701

JUDITH A JORDAN
208 OLIVE AVENUE
DUBOIS PA 15529

JORDAN, JUDITH
606 W MAHONING ST
PUNXSUTAWNEY PA 15767-1306

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PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

JUDITH A JORDAN
208 OLIVE AVENUE
DUBOIS PA 15801

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent ☐ Addressee
- B. Received by (Printed Name) C. Date of Delivery
- D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type ☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.
4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number

7006 0100 0002 5301 8335

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

[illegible]

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102043
NO: 06-1690-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: S&T BANK
vs.
DEFENDANT: JUDITH A. JORDAN

SHERIFF RETURN

NOW, October 20, 2006, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JUDITH A. JORDAN.

NOW, January 31, 2007 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JUDITH A. JORDAN, DEFENDANT. THE RETURN OF JEFFERSON COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN MARKED "NOT FOUND".

FILED

013151084
JAN 31 2007

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102043
NO: 06-1690-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: S&T BANK
vs.
DEFENDANT: JUDITH A. JORDAN

SHERIFF RETURN

NOW, November 02, 2006, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JUDITH A. JORDAN.

NOW, November 06, 2006 AT 3:00 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JUDITH A. JORDAN, DEFENDANT. THE RETURN OF JEFFERSON COUNTY IS HERETO **ATTACHED** AND MADE PART OF THIS RETURN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102043
NO: 06-1690-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: S&T BANK
vs.
DEFENDANT: JUDITH A. JORDAN

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	S&TBANK	062004726	10.00
SHERIFF HAWKINS	S&TBANK	062004726	33.00
JEFFERSON CO.	S&TBANK	062004733	33.82
JEFFERSON CO.	S&TBANK	062004777	37.82

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,



Chester A. Hawkins
Sheriff

No. 2006-1690 C.D.

Now, October 25, 2006, I return the Notice and Complaint in Mortgage Foreclosure for JUDITH A. JORDAN, Defendant, to the Clearfield County Sheriffs' Office marked "not found; defendant has moved and left no forwarding address".

Advance Costs Received:	\$125.00	
My Costs:	31.82	Paid
Prothy:	2.00	
Total Costs:	33.82	
REFUNDED:	\$ 91.18	

Sworn and subscribed

to before me this

day of

By

25th
Oct 2006
Carol A. Seest
My Commission Expires
the 1st mon, Jan. 2010.

So Answers,

Thomas A. Demko

Sheriff

JEFFERSON COUNTY, PENNSYLVANIA

No. 2006-1690 C.D.

Personally appeared before me, Bill Dombrowski, Deputy for Thomas A. Demko, Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on November 6, 2006 at 3:00 o'clock P.M. served the Notice and Complaint in Mortgage Foreclosure upon JUDITH A. JORDAN, Defendant, at her place of employment of County Market, Groundhog Plaza, Borough of Punxsutawney, County of Jefferson, State of Pennsylvania, by handing to the defendant personally, a true copy of the Notice and Complaint and by making known to her the contents thereof.

Advance Costs Received:	\$125.00	
My Costs:	35.82	Paid
Prothy:	2.00	
Total Costs:	37.82	
REFUNDED:	\$ 87.18	

Sworn and subscribed

to before me this 14th

day of November 2006

By Wanda J. Jones, deputy

Prothonary

So Answers,

Bill Dombrowski Deputy

Thomas A. Demko Sheriff

JEFFERSON COUNTY, PENNSYLVANIA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA CIVIL DIVISION

S & T BANK,

Plaintiff

No. 2006-1690-CD

vs.

JUDITH A. JORDAN,

Defendant

FILED Piff pd.
M12:59/01 20.00
MAR 05 2007 Notice to
DefS.
William A. Shaw
Prothonotary/Clerk of Courts
Statement
to Atty Smith
(GR)

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

To: William A. Shaw, Sr., Prothonotary

Dear Sir:

1. I certify that on February 5, 2007, I sent by First Class Mail, postage prepaid, the notice required by Pa.R.C.P. 237.1 of our intent to enter a default judgment against the Defendant. Attached hereto and incorporated herein is a true and correct copy of said Notice.

2. This Notice was sent to the Defendant at the following address:

Judith A. Jordan
606 West Mahoning Street
Punxsutawney, PA 15767-1306

3. More than ten days have elapsed since the mailing of said Notice, but Defendants are still in default of an Answer or other responsive pleading.

4. Please enter judgment in favor of the Plaintiff and against the Defendants in the amount of **\$37,997.34** plus interest and costs of suit.

a)	Balance	\$36,431.19
b)	Late charges	\$ 157.72
c)	Interest Due to 09/25/06	\$ 1,054.09

d)	Interest accruing after 09/25/06 at \$7.2363323 per day (to be added)	\$ _____
e)	Costs of Suit (to be added)	\$ _____
f)	Attorney's fee	\$ _____
g)	Bank fees	\$ 95.00
h)	Escrow Deficiency	\$ 259.34

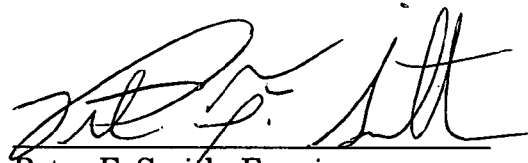
PRELIMINARY TOTAL \$37,997.34

Date: Prothonotary's costs \$ _____

FINAL TOTAL \$ _____

Respectfully submitted,

Date: 2/19/07


 Peter F. Smith, Esquire
 Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

S & T BANK,
Plaintiff

vs.

JUDITH A. JORDAN,
Defendant

No. 2006-1690-CD

TO: JUDITH A. JORDAN
606 WEST MAHONING STREET
PUNXSUTAWNEY, PA 15767-1306


IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING, AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

THIS TEN (10) DAY PERIOD SHALL EXPIRE ON FEBRUARY 16, 2007.

Clearfield County Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-2641, ext. 5982

Date: February 5, 2007


Peter F. Smith,
Attorney for Plaintiff

cc: Carolyn M. Fridley, S & T Bank

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA CIVIL DIVISION

S & T BANK,

Plaintiff

No. 2006-1690-CD

vs.

JUDITH A. JORDAN,

Defendant

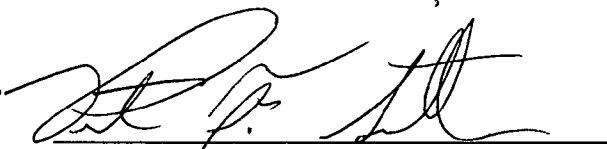
CERTIFICATE OF ADDRESS

I, Peter F. Smith, attorney for Plaintiff, certify that to the best of my information, knowledge and belief, the correct name and address of the Plaintiff and last known address of the Defendant are:

Plaintiff: S & T Bank
800 Philadelphia Street
Indiana, PA 15701

Defendant: Judith A. Jordan
606 West Mahoning Street
Punxsutawney, PA 15767-1306

Date: 2/19/07


Peter F. Smith
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA CIVIL DIVISION

S & T BANK,

Plaintiff

vs.

JUDITH A. JORDAN,

Defendant

No. 2006-1690-CD

COPY

Notice is given that a judgment has been entered of record in Clearfield County against JUDITH A. JORDAN, Defendant, and in favor of the Plaintiff in the amount of \$37,997.34, plus interest and costs.

Prothonotary

By

William L. Lister

3/5/07 Deputy

Rule of Civil Procedure No. 236

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
STATEMENT OF JUDGMENT

S & T Bank
Plaintiff(s)

No.: 2006-01690-CD

Real Debt: \$37,997.34

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Judith A. Jordan
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 5, 2007

Expires: March 5, 2012

Certified from the record this 5th day of March, 2007.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA CIVIL DIVISION

S & T BANK,

Plaintiff

No. 2006-1690-CD

vs.

JUDITH A. JORDAN,

Defendant

FILED Diff pd. 20.00
m) 12:59/60 ICC06
MAR 05 2007 writ packages
to Sheriff
William A. Shaw
Prothonotary/Clerk of Courts (GK)

PRAECIPE FOR WRIT OF EXECUTION

To: Clearfield County Prothonotary

Dear Sir:

Kindly issue a Writ of Execution in the above-captioned matter directed to the Sheriff of Clearfield County as follows:

1. Index this Writ against:

JUDITH A. JORDAN

2. Property owned by the Defendant as follows:

The parcel of real estate subject to this action consists of a two-story house and .19 acre lot, known as 208 Olive Avenue, City of DuBois, DuBois, Clearfield County, Pennsylvania 15801 and also identified by Clearfield County Tax Map No. 007-4-003-000-00778 and is more particularly described as follows:

ALL that certain piece of land situate in the City of DuBois, Clearfield County, Pennsylvania, described as follows:

BEGINNING at a post at corner of Lot No. 97 of Knarr Addition to Borough (now City) of DuBois, on Olive Street now Olive Avenue; thence South 40 ½° East fifty (50) feet to post at Lot No. 99; thence along line of said lot South 50 ¾° West, one hundred sixty-two (162) feet to alley; thence along said alley North 41 ¼° West, fifty (50) feet to a post at Lot No. 97; thence along said lot North 50 ¾° East, one hundred sixty-three (163) feet to post at Olive Avenue and place of beginning. Being known as Lot No. 98 in Plan of H.S. Knarr Addition of Borough (now City) of DuBois.

BEING the same premises hereby conveyed to Judith A. Jordan by deed dated January 11, 1999 and recorded at Clearfield County Instrument No. 199900338.

3. Amounts due:

a)	Balance	\$36,431.19
b)	Late Charge	\$ 157.72
c)	Interest Due to 09/25/06	\$ 1,054.09
d)	Interest accruing after 09/25/06 at \$7.2363323 per day (to be added)	\$ _____
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____
g)	Bank Fees	\$ 95.00
h)	Escrow Deficiency	\$ <u>259.34</u>

PRELIMINARY TOTAL \$37,997.34

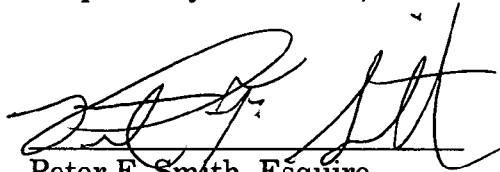
Date: Prothonotary's costs \$ 125.00

FINAL TOTAL \$ _____

Dated:

2/18/07

Respectfully submitted,



Peter F. Smith, Esquire
Attorney for Plaintiff
30 South Second Street
P.O. Box 130
Clearfield, PA 16830
(814) 765-5595

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA CIVIL DIVISION

S & T BANK,

Plaintiff

vs.

JUDITH A. JORDAN,

Defendant

No. 2006-1690-CD

COPY

WRIT OF EXECUTION
NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may also have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly: (1) Fill out the attached claim form and demand for a prompt hearing; and, (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to Court ready to explain your exemption. If you do not come to Court to prove your exemptions, you may lose some of your property.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR
Clearfield County Courthouse
Corner of Second and Market Streets
Clearfield, PA 16830
(814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA CIVIL DIVISION

S & T BANK,

Plaintiff

vs.

JUDITH A. JORDAN,

Defendant

No. 2006-1690-CD

WRIT OF EXECUTION

Commonwealth of Pennsylvania/County of Clearfield
To the Sheriff of Clearfield County

To satisfy the judgment, interest, costs and attorney's commission against the Defendant above:

1. You are directed to levy upon the real estate owned by the Defendant as follows and sell her interest therein:

The parcel of real estate subject to this action consists of a two-story house and .19 acre lot, known as 208 Olive Avenue, City of DuBois, DuBois, Clearfield County, Pennsylvania 15801 and also identified by Clearfield County Tax Map No. 007-4-003-000-00778 and is more particularly described as follows:

ALL that certain piece of land situate in the City of DuBois, Clearfield County, Pennsylvania, described as follows:

BEGINNING at a post at corner of Lot No. 97 of Knarr Addition to Borough (now City) of DuBois, on Olive Street now Olive Avenue; thence South $40\frac{1}{2}^{\circ}$ East fifty (50) feet to post at Lot No. 99; thence along line of said lot South $50\frac{3}{4}^{\circ}$ West, one hundred sixty-two (162) feet to alley; thence along said alley North $41\frac{1}{4}^{\circ}$ West, fifty (50) feet to a post at Lot No. 97; thence along said lot North $50\frac{3}{4}^{\circ}$ East, one hundred sixty-three (163) feet to post at Olive Avenue and place of beginning. Being known as Lot No. 98 in Plan of H.S. Knarr Addition of Borough (now City) of DuBois.

BEING the same premises hereby conveyed to Judith A. Jordan by deed dated January 11, 1999 and recorded at Clearfield County Instrument No. 199900338.

3. Amounts due:

a)	Balance	\$36,431.19
b)	Late Charge	\$ 157.72
c)	Interest Due to 09/25/06	\$ 1,054.09
d)	Interest accruing after 09/25/06 at \$7.2363323 per day (to be added)	\$ _____
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____
g)	Bank Fees	\$ 95.00
h)	Escrow Deficiency	\$ 259.34

PRELIMINARY TOTAL \$37,997.34

Date: Prothonotary's costs \$ 125.00

FINAL TOTAL \$ _____

4. If Social Security or Supplemental Security Income funds are directly deposited into an account of the Defendant, the levy and attachment shall not include any funds that may be traced to such direct deposits. In addition, the levy and attachment shall not include \$300.00 in the amount of Defendant.

Prothonotary

By: William L. Hargis 3/5/07
Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA CIVIL DIVISION

S & T BANK,

Plaintiff

vs.

JUDITH A. JORDAN,

Defendant

No. 2006-1690-CD

CLAIM FOR EXEMPTION

To the Sheriff:

I, the above-named Defendant(s), claim exemption of property from levy or attachment:

- (1) From my personal property in my possession which had been levied upon,

(a) I desire that my \$300.00 statutory exemption be

___ (i) Set aside in kind (specify property to be set aside in kind):

___ (ii) paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption (specify property and basis of exemption):

- (2) From my property which is in the possession of a third party, I claim the following exemptions:

(a) my \$300.00 statutory exemption: ___ in cash ___ in kind (specify property):

(b) Social Security benefits on deposit in the amount of \$_____.

(c) Other (specify amount and basis of exemption):

I request a prompt court hearing to determine the exemption. Notice of hearing should be given to me at:

Address

Phone Number

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsifications to authorities.

Date: _____

Defendant

Date: _____

Defendant

**THIS CLAIM TO BE FILED WITH
THE OFFICE OF THE SHERIFF OF CLEARFIELD COUNTY**

Clearfield County Sheriff
Clearfield County Courthouse
Corner of Second and Market Streets
Clearfield, PA 16830

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 statutory exemption
2. Bibles, schoolbooks, sewing machines, uniforms, and equipment
3. Most wages and unemployment compensation
4. Social security benefits
5. Certain retirements funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA CIVIL DIVISION

S & T BANK,

Plaintiff

No. 2006-1690-CD

vs.

JUDITH A. JORDAN,

Defendants

FILED
MAR 05 2007
11:59 AM
No Ce
(6K)

William A. Shaw
Prothonotary/Clerk of Courts

AFFIDAVIT PURSUANT TO RULE 3129

1. Name and address of Plaintiff in the judgment:

S & T Bank
900 Philadelphia Street
P.O. Box 190
Indiana, PA 15701

2. Name and address of Defendant in the judgment:

Judith A. Jordan
606 West Mahoning Street
Punxsutawney, PA 15767

3. Name and last known address of every judgment creditor whose judgment is a record lien on the real estate to be sold:

S & T Bank
900 Philadelphia Street
P.O. Box 190
Indiana, PA 157010
2006-907-CD
Date:
\$37,997.34

4. Name and address of the last recorded holder of every mortgage on record:

S & T Bank
900 Philadelphia Street
P.O. Box 190
Indiana, PA 15701

Citifinancial, Inc.
RD#3 Box 146H
DuBois, PA 15801

5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

CITY OF DUBOIS
16 WEST SCRIBNER AVE
P.O. BOX 408
DUBOIS, PA 15801

6. Name and address of every other person of whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale:

NONE

I verify that the statements made in this Affidavit are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S §4904 relating to unsworn falsifications to authorities.

Dated: 2/28/07



Peter F. Smith,
Attorney for Plaintiff
30 South Second St., P.O. Box 130
Clearfield, PA 16830
(814) 765-5595

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

S & T BANK,

Plaintiff

vs.

JUDITH A. JORDAN,

Defendant

No. 2006-1690-CD

FILED NO. CC
010:1261
APR 13 2007
(5)

William A. Shaw
Prothonotary/Clerk of Courts

CERTIFICATE OF SERVICE

I, Peter F. Smith, Counsel for the Plaintiff in the above-captioned matter, being duly sworn according to law, depose and say that I sent by Certified Mail to the Defendant and by First Class Mail, Postage Prepaid, a true and correct copy of the NOTICE PURSUANT TO PA.R.C.P. 3129 and SHERIFF'S SALE OF VALUABLE REAL ESTATE on the following parties at the following addresses on March 27, 2007.

The U.S. Postal Forms 3811 and 3817 certifying this mailing is attached hereto and incorporated herein:

First Class Mail &
Certified Mail

70050390000372289410


Judith A. Jordan
606 West Mahoning Street
Punxsutawney, PA 15767

S & T Bank
900 Philadelphia St.
P.O. Box 190
Indiana, PA 15701

Carolyn M. Fridley, Asst. VP
S & T Bank
456 Main Street
P.O. Box D
Brockway, PA 15824

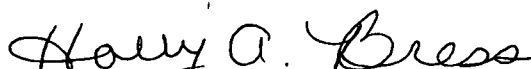
Citifinancial, Inc.
280 Commons Drive
DuBois, PA 15801

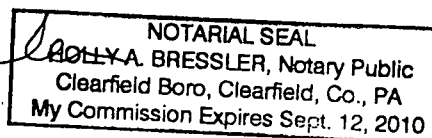
City of DuBois
16 West Scribner Ave
P.O. Box 408
DuBois, PA 15801



Peter F. Smith, Counsel for Plaintiff
30 South Second Street, P.O. Box 130
Clearfield, PA 16830
(814) 765-5595

SWORN AND SUBSCRIBED
before me this 27th day of
March, 2007.


Notary Public



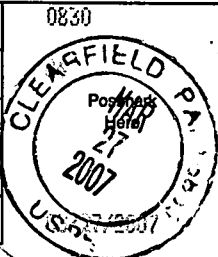
S & T BANK vs. JORDAN
Clearfield Co. Docket No. 2006-1690-CD
Attachment to the Certificate of Service

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 0.39
Certified Fee	\$2.40
Return Receipt Fee (Endorsement Required)	\$1.85
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 4.64



Sent To
JUDITH A. JORDAN
Street, Apt. No., or PO Box No. **606 WEST MAHONING STREET**
City, State, ZIP+4 **PUNXSUTAWNEY, PA 15767**

PS Form 380

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER

Received From:
PETER F. SMITH, ATTORNEY
P.O. BOX 130
CLEARFIELD, PA 16830

One piece of ordinary mail addressed to:
JUDITH A. JORDAN
606 WEST MAHONING STREET
PUNXSUTAWNEY, PA 15767

00085835-04 \$0.95
MAR 27 07
U.S. POSTAGE
PAID
CLEARFIELD, PA
16830

PS Form 3817, January 2001

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER

Received From:
PETER F. SMITH, ATTORNEY
P.O. BOX 130
CLEARFIELD, PA 16830

One piece of ordinary mail addressed to:
S & T BANK
900 PHILADELPHIA STREET/ P.O. BOX 1
INDIANA, PA 15701

00085835-04 \$0.95
MAR 27 07
U.S. POSTAGE
PAID
CLEARFIELD, PA
16830

PS Form 3817, January 2001

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
B. Received by (Printed Name) ☐ Addressee
C. Date of Delivery
D. Is delivery address different from item 1? ☒ Yes
If YES, enter delivery address below: ☐ No

1. Article Addressed to:

JUDITH A. JORDAN
606 WEST MAHONING ST.
PUNXSUTAWNEY, PA 15767

3. Service Type

☒ Certified Mail
☐ Registered
☐ Insured Mail
☐ Express Mail
☐ Return Receipt for Merchandise
☐ C.O.D.
4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number

(Transfer from service label)

7005 0390 0003 7228 9410

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

S & T BANK vs. JORDAN
Clearfield Co. Docket No. 2006-1690-CD
Attachment to the Certificate of Service

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:		PETER F. SMITH, ATTORNEY	
		P.O. BOX 130	
		CLEARFIELD, PA 16830	
One piece of ordinary mail addressed to:		S & T BANK	
		C/O CAROLYN FRIDLEY, ASST VP	
		456 MAIN ST./ P.O. BOX D	
		BROCKWAY, PA 15824	
PS Form 3817, January 2001			

0000
MAR 27 2007
CLEARFIELD PA
U.S. POSTAGE
PAID
CLEARFIELD, PA
16830
MAR 27 07
00085835-04
\$0.95
INCLUST

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:		PETER F. SMITH, ATTORNEY	
		P.O. BOX 130	
		CLEARFIELD, PA 16830	
One piece of ordinary mail addressed to:		CITIFINANCIAL SERVICES	
		280 COMMONS DRIVE	
		DUBOIS, PA 15801	
PS Form 3817, January 2001			

0000
MAR 27 2007
CLEARFIELD PA
U.S. POSTAGE
PAID
CLEARFIELD, PA
16830
MAR 27 07
00085835-04
\$0.95
INCLUST

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:		PETER F. SMITH, ATTORNEY	
		P.O. BOX 130	
		CLEARFIELD, PA 16830	
One piece of ordinary mail addressed to:		CITY OF DUBOIS	
		16 WEST SCRIBNER AVE	
		P.O. BOX 408	
		DUBOIS, PA 15801	
PS Form 3817, January 2001			

0000
MAR 27 2007
CLEARFIELD PA
U.S. POSTAGE
PAID
CLEARFIELD, PA
16830
MAR 27 07
00085835-04
\$0.95
INCLUST

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA CIVIL DIVISION

S & T BANK,

Plaintiff

vs.

JUDITH A. JORDAN,

Defendant

No. 2006-1690-CD

PRAECIPE

FILED

JUL 06 2007

William A. Shaw
Prothonotary/Clerk of Courts

To: William A. Shaw, Sr., Prothonotary

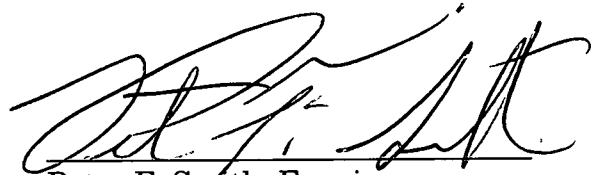
Dear Sir:

As counsel for Plaintiff in the above captioned matter I appear and submit a true and correct copy of a Default Order On Motion For Relief From Automatic Stay which was entered by the Honorable Warren W. Bentz, United States Bankruptcy Judge in regard to the Plaintiff in this action Judith A. Jordan.

Respectfully submitted,

Date:

7/5/07



Peter F. Smith, Esquire
Attorney for Plaintiff

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA (ERIE)

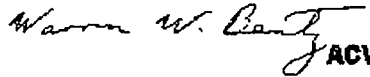
IN RE: JUDITH A. JORDAN,)	Bankruptcy No.:07-10714-WWB
)	
Debtor,)	
)	Chapter No. 7
)	
<hr/> S&T BANK,)	
)	Document No. 11
Movant,)	
)	
vs.)	Hearing Date & Time
)	July 2, 2007 at 1:30 p.m.
JUDITH A. JORDAN and TAMERA OCHS)	
ROTHSCHILD, ESQUIRE, TRUSTEE,)	Objections due by: June 25, 2007
)	
)	
Respondents.)	

DEFAULT ORDER ON MOTION FOR RELIEF FROM AUTOMATIC STAY

This 27th day of June, 2007, upon default, no response objecting to the Motion having been timely filed by an interested party, and upon Movant's certification of service and certification of no objection, it is

ORDERED that the above-captioned Motion is granted insofar as it requests relief from the automatic stay imposed by 11 U.S.C. §362.

Movant shall, within 5 days hereof, serve a copy of the within Order on parties in interest (unless they are otherwise served) and file a Certificate of Service.


ACV

Warren W. Bentz
United States Bankruptcy Judge

c: Brian M. Kile, Esquire
Grenen & Birsic, P.C.
One Gateway Center, Ninth Floor
Pittsburgh, PA 15222

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20548
NO: 06-1690-CD

PLAINTIFF: S & T BANK
vs.
DEFENDANT: JUDITH A. JORDAN

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 03/05/2007

LEVY TAKEN 03/20/2007 @ 1:06 PM

POSTED 03/20/2007 @ 1:06 PM

SALE HELD 09/07/2007

SOLD TO FEDERAL NATIONAL MORTGAGE ASSOCIATION

SOLD FOR AMOUNT \$10,000.00 PLUS COSTS

WRIT RETURNED ~~14/07/2007~~ 11-20-07

DATE DEED FILED ~~14/07/2007~~ 11-20-07

PROPERTY ADDRESS 208 OLIVE AVENUE DUBOIS , PA 15801

SERVICES

03/29/2007 @ 11:24 AM SERVED JUDITH A. JORDAN

JEFFERSON COUNTY SERVED JUDITH A. JORDAN, DEFENDANT, AT 606 WEST MAHONING STREET, BOROUGH OF PUNXSUTAWNEY, COUNTY OF JEFFERSON, PENNSYLVANIA BY HANDING TO JUDITH A. JORDAN

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

@ SERVED

NOW, JULY 5, 2007 RECEIVED A LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR JUNE 1, 2007 TO SEPTEMBER 7, 2007.

FILED

08:55/34
NOV 20 2007

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20548
NO: 06-1690-CD

PLAINTIFF: S & T BANK
vs.
DEFENDANT: JUDITH A. JORDAN

Execution REAL ESTATE

SHERIFF RETURN


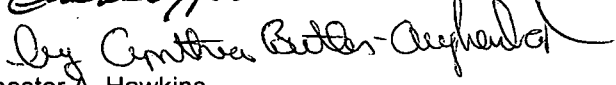
SHERIFF HAWKINS \$417.76

SURCHARGE \$20.00 PAID BY PLAINTIFF

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,



Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA CIVIL DIVISION

S & T BANK,

Plaintiff

vs.

JUDITH A. JORDAN,

Defendant

No. 2006-1690-CD

WRIT OF EXECUTION
NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may also have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly: (1) Fill out the attached claim form and demand for a prompt hearing; and, (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to Court ready to explain your exemption. If you do not come to Court to prove your exemptions, you may lose some of your property.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR
Clearfield County Courthouse
Corner of Second and Market Streets
Clearfield, PA 16830
(814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA CIVIL DIVISION

S & T BANK,

Plaintiff

No. 2006-1690-CD

vs.

JUDITH A. JORDAN,

Defendant

WRIT OF EXECUTION

Commonwealth of Pennsylvania/County of Clearfield
To the Sheriff of Clearfield County

To satisfy the judgment, interest, costs and attorney's commission against the Defendant above:

1. You are directed to levy upon the real estate owned by the Defendant as follows and sell her interest therein:

The parcel of real estate subject to this action consists of a two-story house and .19 acre lot, known as 208 Olive Avenue, City of DuBois, DuBois, Clearfield County, Pennsylvania 15801 and also identified by Clearfield County Tax Map No. 007-4-003-000-00778 and is more particularly described as follows:

ALL that certain piece of land situate in the City if DuBois, Clearfield County, Pennsylvania, described as follows:

BEGINNING at a post at corner of Lot No. 97 of Knarr Addition to Borough (now City) of DuBois, on Olive Street now Olive Avenue; thence South $40\frac{1}{2}^{\circ}$ East fifty (50) feet to post at Lot No. 99; thence along line of said lot South $50\frac{3}{4}^{\circ}$ West, one hundred sixty-two (162) feet to alley; thence along said alley North $41\frac{1}{4}^{\circ}$ West, fifty (50) feet to a post at Lot No. 97; thence along said lot North $50\frac{3}{4}^{\circ}$ East, one hundred sixty-three (163) feet to post at Olive Avenue and place of beginning. Being known as Lot No. 98 in Plan of H.S. Knarr Addition of Borough (now City) of DuBois.

BEING the same premises hereby conveyed to Judith A. Jordan by deed dated January 11, 1999 and recorded at Clearfield County Instrument No. 199900338.

3. Amounts due:

a)	Balance	\$36,431.19
b)	Late Charge	\$ 157.72
c)	Interest Due to 09/25/06	\$ 1,054.09
d)	Interest accruing after 09/25/06 at \$7.2363323 per day (to be added)	\$ _____
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____
g)	Bank Fees	\$ 95.00
h)	Escrow Deficiency	\$ 259.34

PRELIMINARY TOTAL \$37,997.34

Date: Prothonotary's costs \$ 125.00

FINAL TOTAL \$ _____

4. If Social Security or Supplemental Security Income funds are directly deposited into an account of the Defendant, the levy and attachment shall not include any funds that may be traced to such direct deposits. In addition, the levy and attachment shall not include \$300.00 in the amount of Defendant.

Prothonotary

By: Will [Signature] 3/5/07
Deputy

Received March 5, 2007 @ 3:00 P.M.
Chester A. Hawkins
by Cynthia Butler-Ayhanbay

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA CIVIL DIVISION

S & T BANK,

Plaintiff

No. 2006-1690-CD

vs.

JUDITH A. JORDAN,

Defendant

CLAIM FOR EXEMPTION

To the Sheriff:

I, the above-named Defendant(s), claim exemption of property from levy or attachment:

(1) From my personal property in my possession which had been levied upon,

(a) I desire that my \$300.00 statutory exemption be

____ (i) Set aside in kind (specify property to be set aside in kind):

____ (ii) paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption (specify property and basis of exemption):

(2) From my property which is in the possession of a third party, I claim the following exemptions:

(a) my \$300.00 statutory exemption: ____ in cash ____ in kind (specify property):

(b) Social Security benefits on deposit in the amount of \$_____.

(c) Other (specify amount and basis of exemption):

I request a prompt court hearing to determine the exemption. Notice of hearing should be given to me at:

Address

Phone Number

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsifications to authorities.

Date: _____

Defendant

Date: _____

Defendant

**THIS CLAIM TO BE FILED WITH
THE OFFICE OF THE SHERIFF OF CLEARFIELD COUNTY**

Clearfield County Sheriff
Clearfield County Courthouse
Corner of Second and Market Streets
Clearfield, PA 16830

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 statutory exemption
2. Bibles, schoolbooks, sewing machines, uniforms, and equipment
3. Most wages and unemployment compensation
4. Social security benefits
5. Certain retirements funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

No. 06-1690 C.D.

Personally appeared before me, Bill Dombrowski, Deputy for Thomas A. Demko, Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on March 29, 2007 at 11:24 o'clock A.M. served the Notice of Sale, Writ of Execution and Copy of Levy upon JUDITH A. JORDAN, Defendant, at the address of 606 West Mahoning Street, Borough of Punxsutawney, County of Jefferson, State of Pennsylvania, by handing to the defendant personally, a true copy of the Notice, Writ and Copy of Levy and by making known to her the contents thereof.

Advance Costs Received:	\$125.00	
My Costs:	38.37	Paid
Prothy:	2.00	
Total Costs:	40.37	
REFUNDED:	\$ 84.63	

So Answers,

Sworn and subscribed

to before me this

day of

By

My Commission Expires the
1st Monday, January 2010

Bill Dombrowski Deputy

Thomas A. Demko Sheriff

JEFFERSON COUNTY, PENNSYLVANIA

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 20548

TERM & NO. 06-1690-CD

S & T BANK

vs.

JUDITH A. JORDAN

DOCUMENTS TO BE SERVED:
NOTICE OF SALE
WRIT OF EXECUTION
COPY OF LEVY

SERVE BY: 04/23/2007

**MAKE REFUND PAYABLE TO
RETURN TO BE SENT TO THIS OFFICE**

SERVE: JUDITH A. JORDAN

ADDRESS: 606 WEST MAHONING ST. OR COUNTY MKT, GROUNDHOG PLZ
PUNXSUTAWNEY, PA 15767

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF JEFFERSON COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, Thursday, March 22, 2007.

RESPECTFULLY,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME JUDITH A. JORDAN

NO. 06-1690-CD

NOW, November 05, 2007, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on September 07, 2007, I exposed the within described real estate of Judith A. Jordan to public venue or outcry at which time and place I sold the same to FEDERAL NATIONAL MORTGAGE ASSOCIATION he/she being the highest bidder, for the sum of \$10,000.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

PLAINTIFF COSTS, DEBT AND INTEREST:

RDR SERVICE	15.00
MILEAGE	
LEVY	15.00
MILEAGE	18.43
POSTING	15.00
CSDS	10.00
COMMISSION	200.00
POSTAGE	5.33
HANDBILLS	15.00
	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	10,000.00
RETURNS/DEPUTIZE	9.00
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$417.76

DEBT-AMOUNT DUE	36,431.19
INTEREST @ 7.2400 %	2,512.28
FROM 09/25/2006 TO 09/07/2007	
PROTH SATISFACTION	
LATE CHARGES AND FEES	157.72
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	259.34
PROPERTY INSPECTIONS	
INTEREST	1,054.09
MISCELLANEOUS	95.00
TOTAL DEBT AND INTEREST	\$40,529.62

COSTS:

ADVERTISING	1,033.50
TAXES - COLLECTOR	817.25
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	417.76
LEGAL JOURNAL COSTS	162.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$2,729.01

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$28.50

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

PETER F. SMITH
ATTORNEY
30 SOUTH SECOND STREET
P.O. BOX 130
CLEARFIELD, PENNSYLVANIA 16830

(814) 765-5595
FAX (814) 765-6662

E-mail
pfsatty@uplink.net

May 29, 2007

HAND DELIVER
Chester A. Hawkins
Clearfield County Sheriff
Clearfield County Courthouse
Clearfield, PA 16830

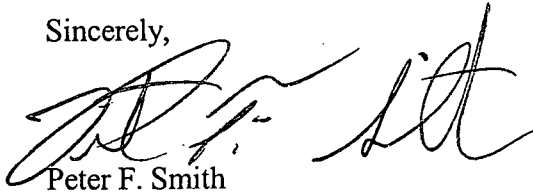
RE: S&T Bank vs. Jordan
Bankruptcy Case No.: 07-10714-WWB

Dear Sheriff Hawkins:

S&T Bank received notice that Judith Jordan filed bankruptcy. Please continue the sheriff's sale schedule for June 1, 2007 in this matter.

Please reschedule it for the latest date within one hundred thirty days and announce the continuance at the sales on June 1st.

Sincerely,



Peter F. Smith

PFS/klg

cc: Carolyn Fridley, S & T Bank

9/7/07